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Official Publication of the South Dakota Society of Professional Land Surveyors  
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# BACKSIGHTS & FORESIGHTS



2021 SDSPLS Scholarship Winners

Left to right: Jeffrey Kolba, Joshua Haken, Joshua Laleman,  
Jalon Wipf, Ty Scofield, Elijah Zuehlke, Clint Rudloff

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### PUBLICATION DEADLINES

Material Cutoff	Publication
January 15	February 1
April 15	May 1
July 15	August 1
October 15	November 1

### Backsights and Foresights

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From the SDSPLS President

Greetings to the membership and welcome to a prosperous new year, I say that because 2021 can't be as bad as 2020 can it? Life has sure changed for everyone. We learned to work remote with less interaction with coworkers and clients, we learned to order our groceries, we spent more time with our families, the last few holdouts probably joined Amazon Prime and we smashed voter turnout records in November. What will 2021 bring to us?

Last spring when social distancing became a household phrase, surveyors immediately quipped that we are the original social distancers. Like many of you, I mostly work alone in the field and I enjoy the solitude. I suppose each of us will continue to work each day like we always have but we will still have to adapt to the new normal when we interact with others.

Real estate is booming in our state, every homebuilding contractor I talk to can't keep up with demand, existing homes don't stay on the market for more than a couple weeks. Whether or not you like the population influx, us surveyors have a lot of opportunity when real estate gets hot. Take advantage of this little boom the best you can. Our annual convention is a great time to get together and swap stories, see old friends and make new friends. It was a tough decision for the Board to move to a virtual convention, but it was necessary in our new uncertain times. Most other professional organizations did the same. I was encouraged by the strong online attendance; this confirmed my thought that we are a resilient and loyal group within the SDSPLS. Alesha did a wonderful job putting that together and I was impressed with how smooth the technology worked. If all goes well, we will all meet up in Deadwood in January 2022 for a little change of scenery. We will then travel East River after that.

All UAS pilots should read Senate Bill 74 regarding the use of drones as we are monitoring and commenting on this bill. It has passed the senate and is sitting in the House as I write this. The DPC played a strong role in clarifying the trespassing language in the bill. The key issue with the original draft was if a pilot was forced to land on private property, they were subject to a trespassing charge. We had the bill amended so that a forced landing is not an immediate trespass liability, but naturally the pilot would still be liable for damages.

I am honored to serve our society as President in 2021. In this issue you will be able to read a short biography on each board member to introduce a few new faces to the membership. Our committee chairs are always looking for

fresh new ideas to advance our profession, if you think of something, anything, reach out to them.

Jon Collins, SDSPLS President

AS WE PASSED ON, IT  
SEEMED THOSE SCENES OF  
VISIONARY  
ENCHANTMENT WOULD  
NEVER HAVE AN END.  
~ MERIWETHER LEWIS



SDSPLS – Board of Directors Meeting  
(Zoom Meeting)  
Tuesday, January 5, 2021 – 12:00pm (MDT)

In Attendance: President Travis Jacobson, Past President Linda Foster, President-Elect, Jon Collins, NSPS Director Tom Berkland, West River Chapter President Brad Limbo, Big Sioux Chapter President Beau Koopal, David Feilmeier, Ruthie Wetzels, Gary Andersh, Adam Thompson, Andrew Kangas, Cory Biegler, Kary Gregoire, and Executive Director, Alesha Limbo

1. Meeting called to order at 12:02 p.m. (Mountain) by President T. Jacobson.
2. Acceptance of Agenda: No new business added. ++Motion by Berkland to approve the agenda as presented, 2<sup>nd</sup> by Koopal - Motion approved.
3. Secretary's Report – Alesha Limbo for open secretary position - Written minutes from the December 11 special board meeting was submitted for review and approval.

++Motion by Berkland to approve meeting minutes as submitted and updated, 2<sup>nd</sup> by Limbo - Motion approved.

4. Treasurer's Report – present by Alesha Limbo for Travis Kropuenske: Written report submitted. Alesha discussed the 2020 budget report and noted some corrections that will be made, before it can be approved. Kropuenske and Alesha will work on it and have a preliminary 2020 budget recap to present at the Annual Meeting.

++Motion by Berkland to table the treasurer's report until April's meeting, but present the report at the Annual Meeting, stating it is still subject to board approval, 2<sup>nd</sup> by Koopal - Motion approved.

5. President's Report – Travis Jacobson: No written report submitted. Jacobson will have a short report for tomorrow's meeting.
6. Committee Reports:
  - a) Education – Kristi Goehring: Written report.
  - b) Legislation – Gary Andersh: Written report.

Jacobson discussed the December meeting with the DOT and the need to move things forward and to the DPC and lobbyist. DPC and DOT will spend this year educating our representatives on the proposed changes and find a sponsor for the bill.

Justin Bell will be the lobbyist. The BOD should begin working on the wording continue work with the DOT and DPC. The cost for the lobbyist will need to be addressed and put in the budget in the next year or two. Collins is working directly with the DOT and the wording as well.

- c) Design Professionals' Coalition – Donald Jacobson (absent): No written report. Limbo mentioned that there is a West River Chapter member interested in the DPC position in the future. The BOD suggested they get involved with the Legislation committee first, which will give a good knowledge base for the DPC position.
- d) Professionalism & Practice – Dean Scott (absent): No report.
- e) Public Information – Ruthie Wetzels: Written report submitted.
- f) Membership – Adam Thompson: No report.
- g) NSPS – Tom Berkland: Written report submitted. Berkland reported the NSPS is currently looking at the FAA regulations that are being proposed for drones. The NSPS with working on an exemption for surveyors.
- h) Young Surveyors – David Feilmeier: Written report submitted. Feilmeier attended a virtual meeting on Dec 4. Currently working on ways to draw up members, including virtual happy hours, student competitions. Also mentioned a very helpful website for youth interested in surveying.
- i) Trig Star – Chad Dodds (absent): Written report submitted.

## 7. Chapter Reports

- a) West River – Brad Limbo: Written report submitted. Limbo held a chapter meeting in December. Collins, Foster, Limbo and Jerry Penry are working on details for the re-monumentation of US Locating Monument #1 in Deadwood.
- b) Big Sioux – Beau Koopal: Written report submitted. Held one mtg in 2020, due to covid. The chapter with working with Rod Brietling to work on distance learning options. The chapter also staked 6 houses for the Habitat for Humanity organization.
- c) Missouri River – Travis Jacobson spoke for Don Jacobson (absent): No report submitted. No meetings were held in 2020 due to covid. The



chapter is down to 5 members and either needs to bring in more membership or look at dissolving the chapter in the next few years.

#### 8. Old Business

- a) Corner Records/On-line Records System – Foster no substantial updates at this time. They have put together proposed legislation records, which are ready to be reviewed by the board.
- b) SDBOTP – Board agreed to remove this item from the next agenda
- c) Legislative Planning – Refer to committee reports and minutes.
- d) Low Distortion Projection (LDP's) and 2022 Datum Change: Foster and Collins will give an update at the Convention tomorrow.
- e) 2021 Convention – Alesha discussed the progress with the convention. There are currently 125 members registered and more registrations are coming in. Everything is lined up and ready to go.

#### 9. New Business

- a) Committees for convention – the board suggested that each Chapter gets involved with the convention planning when it is held on their side of the state. Committees will begin planning the 2022 Convention in Deadwood, and 2023 in Sioux Falls.
- b) New Board Members for 2021 – The board has nominated Kary Gregoire for President-Elect, Andrew Kangas for Secretary, Cory Biegler for Treasurer, and Linda Foster for NSPS Director.
- c) 2021 Budget Review – Alesha presented for proposed budget for 2021. There is currently a short fall due to memberships being down over the last few years and slowly declining and an increase of \$10 per NSPS membership dues.

++Motion by Berkland to show a dues increase in the proposed budget at the Annual Meeting, increasing dues: Sustaining member by 25, In-state and Out-of-state Member \$20, LSIT \$15, Technician \$10, Associate \$10, Student \$10, Life \$10, 2<sup>nd</sup> by Limbo - Motion approved.

10. Next Board of Directors Meeting: April TBD, at 12:00 pm (MT)

11. Meeting adjourned at 2:30 pm (Mountain) by President T. Jacobson

Respectfully Submitted

By: Alesha Limbo, Executive Director

# SDSPLS

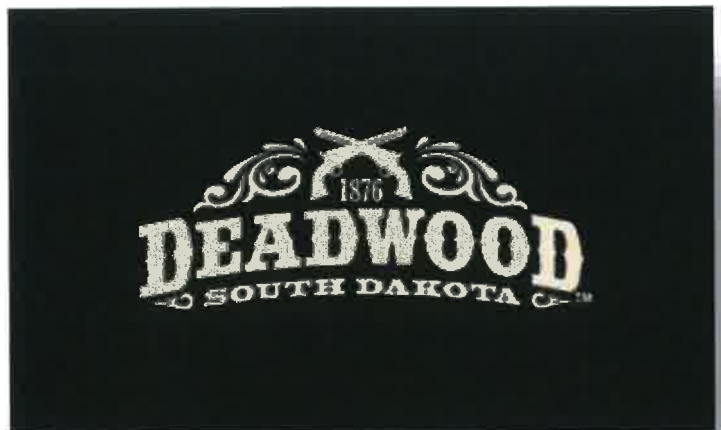
## 39<sup>th</sup> Annual Convention

### 2022

January 5, 6, & 8  
(Wednesday, Thursday, Friday)

The Lodge at Deadwood  
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## SDSPLS – Annual Meeting

(GoToWebinar Meeting)

Wednesday, January 6, 2021 – 10:00am (CST)

1. Meeting called to order at 10:05 a.m. (Central) by President T. Jacobson.
2. Acceptance of Agenda: Motion by Rick Bush to approve the agenda as presented, 2<sup>nd</sup> by Beau Koopal - Motion approved.
3. Secretary's Report – Written minutes submitted, Motion by Kary Gregorie to approve the Secretary's Report as presented, 2<sup>nd</sup> by Travis Kropuenske - Motion approved.
4. Treasurer's Report – Travis Kropuenske: Written report submitted for review. Motion by Damian Greble approve the Treasurer's Report as presented, 2<sup>nd</sup> by Bruce Berdanier - Motion approved.
5. President's Report – Travis Jacobson: Written report submitted.
6. Committee Reports:
  - a) Education – Kristi Goehring: Written report submitted.
  - b) Legislation – Gary Andersh: Written report submitted.
  - c) Design Professionals' Coalition – Travis Jacobson for Donald Jacobson (absent): No written report. T Jacobson discussed the elimination of the survey foot effective Dec 31 2022, the international foot will then become the standard and referred to only as the FOOT this is .3048 M/ft exactly. For more information refer to the NIST website.
  - d) Professionalism & Practice – Dean Scott: No report.
  - e) Public Information – Ruthie Wetzel: Written report submitted.
  - f) Membership – Adam Thompson: No report submitted.
  - g) NSPS – Tom Berkland: Written report submitted. Berkland reported potential changes occurring with the FAA and drone requirements and the NSPS is currently working on writing up an exemption for surveyors.
  - h) Young Surveyors – David Feilmeier: No report. Feilmeier is continuing to look at ways to get other
- young surveyors involved and looking for suggestions and involvement from the membership.
- i) Trig Star – Chad Dodds: Written report submitted. Dodds reported there is nothing new at this time due to Covid.
7. Chapter Reports
  - a) West River – Brad Limbo: Written report submitted.
  - b) Big Sioux – Beau Koopal: Written report submitted. The chapter is looking at different ways to connect with their members, including golf outings and working with Southeast Tech.
  - c) Missouri River – Don Jacobson: No report.
8. Old Business
9. New Business
  - a) 2020 Executive Director Introduction: Alesha Limbo introduced herself to the membership.
  - b) 2021 Proposed Operating Budget – A. Limbo reviewed the proposed budget and a membership rate increase sheet. Due to the decline in membership, there is a shortfall in income/expenses. Limbo discussed ways to resolve the issue, including increasing membership dues and building back up the membership.
- Motion by Randy Deibert to approve the proposed membership fee schedule as presented, 2<sup>nd</sup> by Bruce Berdanier - Motion approved.
- c) Scholarship Recipients
  - \$4000: Jeff Kolba of Sioux Falls, SD
  - \$3000: Joshua Laleman of Minneota, MN
  - \$2000: Clint Rudolff of Sioux Falls, SD
  - \$1000: Josh Haken of Sibley, IA
  - \$500: Ty Scofield of Bellingham, MN
  - \$500: Jalon Wipf of Tea, SD
  - \$500: Elijah Zuehlke of Fairmont, MN
- d) New Convention Locations
  - a) Deadwood 2022
  - b) Sioux Falls 2023
  - c) Chamberlain 2024
- e) Quick Tutorial of the Wild Apricot Website – A. Limbo walked the membership through the website and showed them the membership directory.



f) Election of Officers: 4 positions are open – President-Elect, Secretary, Treasurer & NSPS Director. The Board of Directors has nominated the following members:

- |                  |                 |
|------------------|-----------------|
| 1) Kary Gregorie | President-Elect |
| 2) Andrew Kangas | Secretary       |
| 3) Cory Biegler  | Treasurer       |
| 4) Linda Foster  | NSPS Director   |

Motion by Wade Lunders approve the nominations as presented, 2<sup>nd</sup> by Gary Andersh - Motion approved.

10. Next Annual Meeting: Thursday, January 6<sup>th</sup> at The Lodge at Deadwood, Deadwood, SD.
11. Meeting adjourned at 11:54 am (CST) by President T. Jacobson

Respectfully Submitted

By: Alesha Limbo, Executive Director



Photo Credit: Travis Jacobson

## CALL FOR ARTICLES AND PICTURES BACKSIGHTS & FORESIGHTS

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## The Land Surveyor's Guide to the Supreme Court of

### South Dakota – Part 33 – 1974 to 1976

*This article represents the thirty-third in a series of excerpts from a book prepared by South Dakota licensee Brian Portwood. The complete book can be obtained in PDF form at no charge, either from SDSPLS or directly from the author (bportwood@mindspring.com). It covers 120 years of historic South Dakota cases, answering fundamental land rights questions of potential interest to land surveyors, which are being presented in chronological order here in Backsights & Foresights.*

**What constitutes a description sufficient to identify land?**

#### **Habeck v Sampson (1974)**

The significance of a legal description is once again the core issue in the case we are about to review, which sheds additional light on the specific question of what constitutes an adequate description, as well as the broader issue of the role of a legal description in a conveyance of land or land rights. In addition, this case also stands as a classic example of the burden borne by grantors, to use conveyance language that clearly and fully spells out their true intentions, or run the risk of suffering the consequences of any shortcomings in that language that may later generate controversy. The specific description at issue here, if viewed in isolation, is clearly inadequate, yet the Court deems it to be both sufficient and legally binding, because it becomes understandable when read in context, and because actions were taken by the parties with reference to it, lending credibility to the very minimal descriptive words, providing a classic illustration of the fact that extrinsic evidence, such as the subsequent conduct of the parties, can operate to clarify and validate a description that would otherwise be struck down as a violation of the statute of frauds. Two other cases from the 1970s are also worthy of being briefly noted at this point, since they also serve to demonstrate that the statute of frauds can be satisfied by any form of written evidence identifying the property at issue, clarifying that otherwise legitimate agreements, once proven to have been made, are not subject to nullification on the basis that some aspect of a given transaction, such as a legal description, may be incomplete or unclear, while highlighting the burden to which the Court holds all typical grantors.

Staab v Skoglund was an especially bitter conveyance dispute that dragged on for many years, coming to the Court 4 times between 1975 and 1984, as Staab's refusal to accept her initial defeat proved to be both futile and highly costly to her. In that case, Staab was the absentee owner of a certain quarter section in South Dakota who lived in Seattle, and she had been renting her land to Skoglund, who used it as a tenant farmer, for several years. Then in 1967, Staab verbally agreed to sell her quarter to Skoglund during a phone conversation, and several subsequent letters confirmed the existence of that agreement, but in 1968 Staab refused to complete the conveyance, claiming that under the statute of frauds she bore no obligation to deed the quarter to him. The Court reversed a lower court ruling in Staab's favor, thereby requiring her to convey her property to Skoglund, finding that the letters, along with a deed that had been signed by Staab and sent to her attorney, comprised ample evidence that a binding conveyance agreement existed between the litigants, denying Staab the opportunity to decline to complete the intended conveyance on the mere basis that she had changed her mind about selling her land. Quite similarly, in 1979 in Drake v Sample, the Drakes sought to acquire a tract owned by the Samples, which the Drakes had been leasing from them, the Samples orally agreed to sell their land to the Drakes, and subsequent written correspondence between the parties identified all of the relevant terms of the proposed transaction, but the Samples eventually declined to complete the agreed conveyance, forcing Drake to file an action to have Sample judicially compelled to do so. The Court upheld a lower court decision requiring Sample to deed the tract at issue to Drake, again stating that the fact that the evidence supporting the existence of a valid conveyance agreement between the parties appeared only in scattered form, in numerous memos, did not render the agreement non-binding, clarifying that the legal requirement for written evidence, mandated by the statute of frauds, serves only to make evidence of agreements clear and certain, and not to negate any agreements that can be adequately proven to exist by evidence presented in any form.

1968 - Sampson and his wife owned an unspecified number of typical residential platted lots located in multiple blocks in Corson, in Minnehaha County, some of which apparently had houses on them, while others were vacant. How or when Sampson



had acquired these lots is unknown, but his title to them was never challenged, and there is no indication that any boundary issues ever arose involving any of the lots. Sampson put several lots up for sale and Habeck came to view them as a prospective buyer, so Sampson showed Habeck around the area. Habeck found the lots to be somewhat small, so he asked Sampson about the possibility of acquiring more than one adjoining lot, but some of the lots had evidently already been promised to other buyers, so Habeck decided to settle for one of the larger lots that was still available, which apparently had a house on it. The lot chosen by Habeck fronted on the east side of a particular street, and two smaller vacant lots that were also owned by Sampson were located directly across the street from it. Habeck asked Sampson to give him the option of later acquiring these two vacant lots and Sampson agreed, so Sampson had a purchase agreement drawn up, which provided Habeck with the option to acquire, for a specified price, the two lots that were situated across the street from the lot that he was currently buying. The purchase agreement was signed, Sampson deeded the lot on the east side of the street to Habeck, and the Habeck family took up residence in the house situated on that lot.

1969 - Habeck confirmed to Sampson that he still intended to buy the two lots across the street, and asked Sampson if he would allow Habeck to begin using the lots, and Sampson agreed, so the Habeck family planted a garden on the two vacant lots, and Habeck's children began regularly using those lots as their playground.

1970 - Habeck told Sampson that he was now prepared to purchase the two additional lots, but Sampson refused to honor Habeck's purchase option, so Habeck filed an action against Sampson, seeking to have Sampson compelled to convey those lots to him. The trial court ruled that Sampson was legally bound to convey the lots in question to Habeck, but Sampson chose to appeal that ruling.

1972 - The case came before the Court for the first time, and the Court remanded it back to the trial court for further proceedings, on the grounds that the trial court had failed to give Sampson an ample opportunity to present his case and explain his justification for refusing to convey the lots at issue to Habeck, so the litigants once again engaged one another before the trial court.

Habeck simply argued that Sampson had granted him the right to acquire the lots in question, by including the option to buy those lots in their purchase agreement, which represented a binding legal document, and the lots were adequately identified in that document, so Sampson had no right to retract his offer by refusing to convey the lots to Habeck. Sampson argued that the statement that had been included in the purchase agreement, concerning the option in question, was merely an offer on his part to enter a separate and additional agreement relating to the lots in question in the future, and since no such future agreement had ever been documented, Habeck had voluntarily waived or forfeited any right to acquire the two additional lots that he may once have had. Sampson further argued that because no valid legal description of the two lots at issue had been included in the purchase agreement, the portion of that agreement that made reference to the option in controversy could have no binding legal effect, since it represented a violation of the statute of frauds, so Sampson had no obligation to convey the two additional lots to Habeck. Just as it had previously done, the trial court held that the language of the purchase agreement was legally sufficient and binding, ordering Sampson to perform the agreed conveyance by deeding the two vacant lots to Habeck.

Although this case contains no issues pertaining to either boundaries or ownership, it holds great value for the insight it provides into how the Court views the purpose that a description serves, when included in any contract or other legal document, as well as illustrating yet another source of potential disagreement that can often develop between grantors and their grantees, when language is carelessly or ineptly used in a contract. The 1968 purchase agreement, the Court understood, was an agreement that was complete in itself, yet the main focus of that contract was the conveyance of the lot situated on the east side of the street, and not the two lots in dispute, so it was clear that the author of the



contractual language was anticipating that another document, further defining the rights of the parties, with regard to the two vacant lots, would be forthcoming, and he had therefore made only a casual passing reference to those lots in the purchase agreement. No such subsequent option instrument had ever been created however, so the purchase agreement itself stood as the only written evidence of the fact that an option offer had been made by Sampson to Habeck, and the purchase agreement contained no genuine legal description of the two lots that were the subject of the option, because the only lot that needed to be properly described in the purchase agreement was of course the lot that was actually being purchased in 1968. Since the option had been mentioned in the 1968 instrument however, Habeck had evidently seen no need for any separate instrument defining the details of the option in question, so he never asked Sampson to have a detailed option agreement drawn up, and Sampson had evidently mistaken Habeck's failure to ask for such an instrument to be created as an abandonment of the option itself on Habeck's part, presumably leading Sampson to commit to sell those lots to someone else. The fundamental question for the Court therefore, was simply which party must bear the consequences for the failure of documentation that had taken place. The absence of the originally anticipated option contract was of no significance, in the eyes of the Court, because an existing written instrument, the 1968 purchase agreement, made reference to the option, thereby proving that it had been created and existed in the minds of both parties. Since written evidence of the option agreement existed, the only obstacle potentially preventing the implementation of that agreement was the lack of a full or proper description of the property that was intended to be the subject to the option, which had the potential to render the agreement void, for failure to meet the description requirement of the statute of frauds. Sampson, being the grantor, had been in responsible charge of the conveyance to Habeck, the Court realized, and quite logically so, since Sampson, like every typical grantor, was much more familiar with the land that was being conveyed than was his grantee, and Sampson was therefore in the best position to direct his property to be properly described, and to verify that it had been so described. Since the deficient purchase agreement language had been composed by an agent acting on behalf of Sampson, the grantor, as the party responsible for the preparation of the conveyance documents, was destined to be saddled by the Court with the blame for the absence of any proper legal

description of the optioned lots:

"Plaintiffs signed what was termed a Uniform Purchase Agreement ... which had been prepared ... on behalf of defendants ... the agreement stated in part that ... "vendor agrees to furnish without delay, abstract of title certified to date of sale, and convey or cause to be conveyed said premises by Warranty Deed, and written option to purchase 2 lots across the street west of this property" ... defendants delivered to plaintiffs a warranty deed and abstract to the property legally described in the purchase agreement ... No additional document in the nature of a written option was ever delivered by defendants to plaintiffs ... Defendants contend that the purchase agreement does not contain a description ... the lack of specificity in the description of the two lots was not a material defect ... parol evidence is admissible to explain a written contract that is uncertain or ambiguous ... Habeck testified that Sampson ... drew a plotting of the lots across the street ... there had been a meeting of the minds as to the two lots to be conveyed ... plaintiffs had done everything necessary to entitle them to a conveyance of the two lots ... the purchase agreement ... did not violate the statute of frauds ... Sampson agreed to sell plaintiffs the two lots ... the purchase agreement was sufficiently clear and definite ... any uncertainty in the identity of the property to be conveyed was removed when defendants put plaintiffs into possession."

Sampson was stuck with the consequences of his description failure, the Court recognized, on an equitable basis, because he had first used the option offer as an inducement to encourage Habeck to acquire the lot on the east side of the street, although it was not large enough to fully suit the needs of the Habeck family, with the promise of additional land in the future, and then he had neglected to prepare the additional document that he had pledged to create to facilitate the execution of the option. The



Court determined that Sampson was also bound to make the promised conveyance on a legal basis however, because the written description in question, brief though it was, calling only for "2 lots across the street", was sufficient to satisfy the statute of frauds, so there was no need for the Court to rule in Habeck's favor on the sole basis of an equitable exception to that statute, as it had done in the Stewart case of 1907, and similar cases that we have previously reviewed. Testimonial evidence was obviously crucial in confirming both the existence of the alleged option agreement and identifying the lots that it was focused upon, and Sampson did himself no favors by conceding that he had originally intended to follow through on the option agreement, but had later changed his mind, making his own testimony one of the most powerful factors working against him, since the Court was interested only in his state of mind at the time the alleged agreement was made. It was Habeck's testimony however, indicating that Sampson had defined the location of the two vacant lots at issue with a sketch, drawn by his own hand in Habeck's presence, that the Court found most convincing, since that sketch identified the two lots in dispute in a manner that was essentially equivalent to the subdivision plat itself, and Habeck had the right to rely fully on the sketch thus made for him by his grantor. The sketch formed the key piece of extrinsic evidence, the Court concluded, supplanting the missing legal description as effectively as the subdivision plat itself, thereby clinching the victory for Habeck, and enabling the Court to fully uphold the trial court's position, upon this second review of the controversy. From the perspective of the Court, which always endeavors to allow justice to prevail over technicalities, any description that identifies a unique location in any manner is adequate, and this decision demonstrates particularly clearly that the Court typically refrains from enforcing technical correctness and completeness in descriptions, while striving to validate descriptions of even the most crude or minimal kind. Although the statute of frauds is always available as a tool that the Court can wield when necessary, to invalidate truly worthless or nonsensical descriptions, the Court definitely prefers to uphold all descriptions that can be justified by any means, rendering the statute of frauds inapplicable, whenever the uncertainty in a description can be remedied through the introduction of extrinsic evidence. In conclusion, it's also worthy of note that the Court saw the physical evidence relating to the use of the two lots in question by the Habeck family as valid evidence, supporting the very minimal

written reference to those lots, even though their use of the lots was very brief in duration, very insubstantial in character, and permissive in its origin, because although such use could never facilitate adverse possession, it nevertheless stood as strong evidence of intent, pointing to the location that was the subject of the option agreement.

### **What controls the location of a vaguely described easement?**

#### **Umberger v State (1976)**

The location of an easement can become a serious legal issue, just as well as the location of a boundary of ownership, yet the proper delineation of easement locations is often neglected, and the case we are about to review very well illustrates the consequences of such careless handling of valuable land rights created for access purposes. Although this dispute involves a conflict between public and private rights, that is not a controlling factor in the outcome, which is determined by the Court on the basis of the same principles relating to the rights of grantors and grantees that are applicable to all typical conveyances. While exactness is obviously vital when describing property boundary locations, that is not always the case in the creation of rights of usage such as easements, because such rights can legally exist in a floating form, and they can also often be satisfactorily defined by their actual use on the ground, yet as this case shows, the decision not to describe an easement location with specificity can have serious consequences for the party who bears the legal responsibility for properly outlining or limiting the physical extent of the easement area. Two other cases from this same time period also shed light on how the Court deals with location issues in the right-of-way context, and are therefore worthy of note at this juncture. In the 1979 case of *Aasland v County of Yankton*, Aasland acquired a tract that was crossed by a county road that had been built in 1898, and shortly thereafter he was evidently alerted by some unspecified party that the road crossing his tract was not located where it was described in the county records. Upon learning of this, Aasland proceeded to barricade the road, claiming that the county had no legal basis upon which to maintain the road in its existing location, and the county had abandoned any right-of-way that may have been acquired in 1898, by failing to ever make any use of the described road location. The Court fully upheld a lower court ruling dismissing Aasland's assertions, on the grounds that no valid



evidence supported his notion that the road had not been built in the truly intended location, concluding that the scrivener had simply bungled the description of that location when copying it by hand into a deed book, thereby shifting the described right-of-way to an unintended location. In so holding, the Court indicated that the very existence of a physically visible roadway crossing the land that Aasland had acquired had provided him with actual notice of the legal location of the right-of-way in question, regardless of the contents of the recorded description, demonstrating that extrinsic evidence bearing upon intent can control the location of a right-of-way. In 1981, in *Thormodsgard v Wayne Township*, Thormodsgard owned land in the east half of a certain section, and a public roadway running between the north and south quarter corners of that section provided access to his property, yet he also wanted the township to open a road running along the east line of the section, but the township refused to do so, on the apparent basis that he already had adequate legal access. A trial court decided that the road through the center of the section had the effect of replacing the section line right-of-way in question, and therefore denied Thormodsgard's request, but the Court reversed that decision, stating that the mere construction of a public roadway outside a section line right-of-way cannot be presumed to have been intended to replace or eliminate any section line right-of-way, and the burden of proof rests upon the party suggesting that such a relocation was intended. Citing several of the cases that we have previously reviewed, the Court emphasized that no public right-of-way can ever be presumed to have been either abandoned or vacated, and any party asserting that one right-of-way represents the relocation of another right-of-way, must provide definitive proof of such an intention.

1967 - The South Dakota Department of Game, Fish and Parks acquired a tract of unspecified size and shape lying partly in the east half of Section 32 and partly in the west half of Section 33 in a certain township in Gregory County, surrounding Burke Lake, which straddles the line between those two sections, and created the Burke Lake Recreation Area. Who had owned the land that was acquired by the state prior to this acquisition, and who owned the land surrounding the site of the recreation area at this time, are both unknown. A township road ran through the recreation area, part of

which followed the line between Sections 32 & 33, and part of which ran around the west side of the lake, through the east half of Section 32, and this road connected with public highways that were located to the north and to the south of the recreation area. At an unspecified time after acquiring the recreation area, South Dakota apparently fenced portions of the boundary of the recreation area, if not its entire boundary, effectively terminating all external use of the portion of the township road that ran through the recreation area. There is no indication that anyone objected to this closure of the road, and some portions of the road may have continued to be used, as an access drive within the recreation area by visitors, under state control.

1970 - Umberger owned an unspecified portion of the east half of Section 32 and his land bounded the recreation area on the west. How or when he had acquired his land is unknown, but he conducted farming operations on the easterly portion of it, bordering the state property. Umberger desired to use the former township road to gain access to his cropland from the east, so he inquired with the state about the possibility of utilizing the road for that purpose. Who Umberger contacted is unknown, presumably he spoke with the state employees who operated the recreation area, and he was given permission to use the road in question. Apparently to facilitate access for Umberger from the south, the state installed a gate in the fence at the point where the road entered the recreation area, and Umberger began using this gate, along with the southerly portion of the road inside the recreation area, on a regular basis to access his land from the southeast. Whether or not Umberger and his family members were the only users of this south entrance to the state property is unknown, but presumably this gate was typically locked. Umberger also began using the northerly portion of the road inside the recreation area at this time, also with the permission of the state, to access his land from the northeast, but that portion of the road was apparently either unfenced, or it was already gated, because no gate was built at the north end of



the road at this time.

1971 to 1973 - Umberger used both the northerly and southerly portions of the road during this period, and no issues concerning his use of it arose. Whether anyone aside from Umberger was using any portions of this road for similar access purposes by virtue of permission from the state is unknown.

February 1974 - South Dakota granted Umberger an easement which supported his ongoing use of the road inside the recreation area. Why this easement was created at this time is unknown, it may have been requested by Umberger, or it may have been deemed to be necessary or appropriate by either the employees of the state who were operating the recreation area or some other unknown government official.

June 1974 - The Board of Burke Township formally vacated the portion of the former township road lying within the boundaries of the recreation area. Why this action was taken at this particular time is unknown, and there is no indication of who requested that this action be taken, or who suggested that it was necessary.

August 1974 - A barricade was erected, presumably by the state employees operating the recreation area, blocking the gate that Umberger had been using at the south boundary of the recreation area, preventing him from accessing his land from the south. Umberger was allowed to continue accessing his land through the recreation area from the north, but he was informed that his easement did not include the right to use the southerly portion of the road, and he would therefore no longer be allowed to do so. Umberger responded by filing an action against the Department of Game, Fish and Parks, seeking the removal of the barricade that was blocking the south entrance to the state land.

Umberger argued that he had been granted an easement that was intended to allow him to use the

entire roadway in question, to the extent necessary to reach the various portions of his eastern fields, and the language of the easement was unlimited as to location, so the state had no right to obstruct or deny his established right to use any portion of the road, in the same manner that he had been actively exercising that right for 4 years, before his use of the south entrance was interrupted. South Dakota argued that the written access that had been granted to Umberger was not intended to be permanent, and was meant only to serve as a written confirmation of the verbal permission that he had been previously given to use the road at issue, so it actually represented only a license, and as such it was subject to revocation at any time. The state further argued that the absence of any reference to any specific portion of the road, or any limited location at all, in the deed to Umberger, did not give him the right to use the entire road, and his use of it remained subject to any limitations that the state might choose to place upon him, in the process of maintaining the recreation area, so the placement of the barricade was fully justified. The trial court agreed with Umberger that he held a valid easement pertaining to the road in controversy, but also agreed with South Dakota that the state had the right to limit Umberger's use of the road, and thus determined that the easement had been intended to cover only the northerly portion of the road, allowing the south entrance to remain barricaded.

At the outset, it should be noted that although the vacation of the roadway was potentially subject to being challenged, there was no need for the Court to consider the validity of the road vacation action, or any other issues relating to the legal status of the vacated right-of-way, since Umberger had acquired an easement, so he was not claiming the right to use the road as a member of the public, and his deeded right to use the road was entirely independent of any possible rights pertaining to the vacated portion of the road that might be held by any other parties. The existence of the easement in question was unhesitatingly upheld by the Court without discussion, since it is axiomatic that any document employing the term easement cannot be deemed to be anything less than an easement, so the state's claim that the grant to Umberger represented a mere license was dead on arrival, leaving only the real core issue regarding the easement's location to be adjudicated. Interestingly, the license argument set forth by South Dakota suggests that the issuance of the easement document to Umberger was actually unintentional, and may have been the result of a



clerical mistake, or a misunderstanding of the legal impact of the language that had been used in that document, or alternatively, that document may very well have been intended only to make it impossible for Umberger to ever assert a prescriptive easement claim, by documenting the fact that his use of the road at issue was permissive in nature. However, the thoughtless or unintentional inclusion of the easement language in the written agreement had turned a document that may well have actually been meant only to verify the existence of an existing license into a permanent right, which was very poorly described in terms of both extent and proportions. The legal team representing South Dakota was evidently well aware that a general description of an easement location does not render the easement void for uncertainty of location under the statute of frauds, so they wisely made no argument to that effect, evidently understanding that an easement location that was left undefined or unspecified can become definite through the presence of any road, trail or path that is actually used to fulfill the purpose for which the easement was created and acquired. An agreement creating an easement can either establish the intended location to be used in advance, by employing explicit terms of description, such as the courses and distances of a survey, in the documentation pertaining to the easement, or such an agreement can deliberately leave the location variable, in which case it becomes potentially subject to establishment through usage of a particular route on the ground, the Court indicated, in recognition of the great value of physical evidence of the actual use of any right once created. Cognizant that the dispute at hand could be viewed or characterized either as an attempt to eliminate part of Umberger's easement, by blocking one of his points of access, or as an attempt to relocate part of it, by forcing him to use one location in preference or distinction to another location, the Court explained the relevance and legal significance of the use of the road that had been made by Umberger, which had been treated as acceptable use by the state employees operating the recreation area:

"Plaintiff's ... contention ... is that the barricade ... violates the written easement which reads as follows: "An easement for the purpose of transporting farm vehicles, farm machinery, livestock and produce across the Burke Lake State Recreation Area located in the East Half of Section thirty-two ... It is

further understood and agreed that the actual route of the above described right-of-way may have to be altered or changed from time to time ... any changes in the actual route of this right-of way must be mutually agreed upon" ... oral testimony was permissible for the limited purposes of establishing the intentions of the parties concerning the route contemplated before ... and ... after the signing of the easement ... The grant in and of itself is not ambiguous in that it granted plaintiffs, Umbergers, a floating easement at an unspecified and uncertain point across the state land to another unspecified and uncertain point. The easement itself anticipated mutual agreement in establishing a more exact route, allowing the admission of parol evidence ... an easement ... becomes fixed by specific designation from a mutual agreement, or by usage and acquiescence. It's location may not be substantially changed by any one party without the consent of the other ... the Umbergers ... used the southern route with the acquiescence and consent of the state ... the route has been fixed and specifically designated ... the barricade in question is in violation of the easement."

The location used for access purposes by Umberger had become binding, in the view of this scenario taken by the Court, at the south end of the road as well as the north end, because the language of the easement document had expressly stipulated that the route was being left intentionally undefined, making the use of the easement subsequent to the date of the agreement potentially controlling, with respect to the route to be used. Since the use made by Umberger of his access right had been both consistent in terms of location, and perfectly in accord with the purpose for which the easement had been granted, the Court concluded that the state had no right to either relocate or close off any portion of the road that Umberger had established a legitimate need to use, making the clause stating that the easement could be "altered or changed" to suit the operation of the state facility irrelevant and



ineffective. While recognizing the validity of the concept of easement relocation in general, the Court noted that the easement document in controversy expressly stated that no relocation could occur without mutual consent, negating any right that the state might otherwise have had to insist that its plans for the use of the recreation area were superior to the easement rights that had been granted to Umberger. As will be noted in the wise words of the Court quoted above, the essence of any access easement is a basic right of passage, across a given servient estate, from a point of arrival to a point of destination, and that right stands as valid regardless of any details relating to the specific route to be used, because in any event, a route must be provided that adequately accomplishes the fundamental purpose of the easement, which is to cross the servient estate. Rather than destroying the validity of an easement, leaving its location subject to subsequent determination through usage allows the introduction of extrinsic evidence, to support and confirm the location that has been established through actual use of the right of passage, which can then be documented by means of a survey, if necessary to provide certainty, once a certain location has become established on the ground. Having clarified that Umberger's right of passage over the state property was completely clear and unambiguous, despite the treatment of the easement's location as uncertain at the time the easement was created, the Court reversed the lower court decision that the barricade was acceptable, holding to the contrary that it represented an unjustified limitation upon Umberger's easement, thereby mandating its removal. This decision by the Court well illustrates how strongly the Court focuses on the protection of easements of all kinds, even when the easement in dispute represents a private interest that intrudes upon public land, making this outcome a relatively rare example of a triumph of private land rights over those of the public. Its also worthy of note that the Court turned here to the concept of acquiescence to support this result, even though the Court has very consistently linked acquiescence directly to adverse possession, as we have repeatedly observed in our review of several previous cases, despite the fact no adverse or prescriptive rights whatsoever were involved in this case, showing that the Court is open to treating acquiescence as binding, even when it endures for only a few years. This position taken by the Court is in line with the interpretation of the meaning of acquiescence, as a supporting element in the doctrine of practical location, that has been adopted by most

other states, under which both boundary and easement locations established through physical use on the ground can be equivalent in legal force and effect to such a location specified in express terms in a document of conveyance, and can be just as legally binding as a location that has been described with the highest precision.

## National Surveyors Week

March 21-27, 2021

## Global Surveyors

Day: March 23, 2021



Picture from [www.TroyLandSurveying.com](http://www.TroyLandSurveying.com)

## 2021 PDH Certificates and Handouts

SDSPLS Members – your PDH Certificates and Handouts from the SDSPLS 38<sup>th</sup> Annual Convention are available on our website [www.SDSPLS.org](http://www.SDSPLS.org) under the members only tab. The members directory is available under the members only tab as well!





# National Surveyors Week

## what's it all about?

National Surveyors Week – the annual week-long celebration of the surveying profession that takes place in March. What is the best way to use this event to the advantage of the surveying profession?

Consider having three goals of public awareness through

1. Education of the public
2. public media
3. public service

Education of the public is the number one goal of National Surveyors Week. The work surveyors perform for the benefit of the public often goes unrecognized and surveyors need to share our knowledge with them. The work being done by NSPS TrigStar volunteers is incredible and should be highlighted during National Surveyors Week. There are volunteers doing outreach to Boy Scout and Girl Scout groups and resources are available for these programs. We can expand on this and offer to speak to the local Rotary or Lions Club. They are always willing to have a speaker at their meetings. How better to promote your profession and your business than to make a public appearance?

Reaching out to the public through the media and making them aware of the surveying profession and our role in today's society is a goal whose value we all recognize. Over the last few years we have achieved this in a variety of ways including Presidential, gubernatorial, and municipal proclamations, newspaper articles, and radio spots highlighting National Surveyors Week. There is also a GPS Day, a Facebook and a Twitter. Each of these channels represents another way for the land surveying community to stay connected with a different segment of the public.

Although the annual effort of contacting the President, members of Congress, your governor and your municipal leaders may seem trivial, remember that it serves to remind them that surveyors are

important. It is an essential part of the NSPS awareness campaign and serves as an introduction to our senators and representatives when we visit them on the hill. Whenever a bill, law or ordinance is being contemplated which affects the public and affects the surveying profession, these elected officials should know who to turn to for answers to their questions – surveyors, YOU!

Newspaper articles, radio advertisements, and on-line media can serve the same function for the surveying profession, keeping us in the public eye. Too often our image is hidden behind the impressions of an attorney, title agent or real estate agent. Surveyors can use the media to highlight the value of the surveying profession with our most important constituency, our clients. The best way to get an article about surveying published in a newspaper is to contact a local reporter and let them know that you have a good lead on a community interest story. If that fails to attract their attention offer to write one yourself and submit it to the paper. State societies, society chapters and even private firms have written or sponsored articles or public service announcements which serve as advertising for the surveying profession and their businesses.

In his inaugural address on January 20, 1961, President John F. Kennedy poignantly challenged us when he said “Ask not what your country can do for you—ask what you can do for your country”. It is with this attitude in mind that we surveyors should attempt to give back to our nation and our profession and lay the groundwork for the future. Surveyors may lament the passing of the geodetic field parties of the past and the disappearance of the NGS monuments, but surveyors need to embrace the future, share expertise and volunteer for a common cause. In doing this we can prepare the foundation with which the public will turn to future surveyors and for their professional services. It will help us hone our skills and keep us abreast of changes in our own practice.

Modified from an article by Frank Lenik, PLS (2016)  
[www.nsps.us.com](http://www.nsps.us.com)



## SDSPLS 2021 Board of Directors

### Jon Collins, President



I moved to South Dakota 15 years ago after meeting my wife Megan and we now have 3 children: Lily, Harper and Declan. In the summer our family enjoys camping at the lake and watching the girls play softball. In the off season we like to travel to East coast and Gulf coast

beaches. We have settled in the Rapid City area and we are building a new home after recently selling our first home. I am an avid shooter and an amateur big game hunter. I have been moose hunting in British Columbia with my late father, but most years I am chasing deer right here at home. Recently I was able to buy that Ford Mustang I've wanted since I was a teenager.

After gaining my PLS licenses in SD ND and NE I moved from the private sector into the public sector. I am the Region Surveyor for the Rapid City region of the DOT. The primary task of the region surveyors is to perform cadastral/boundary surveys of future construction projects. We are also working toward monumenting as many miles of our ROW as we possibly can with the help of our consultants. I frequently visit with and work with the surveyors in the Black Hills area as they survey along state highways. I enjoy, and I am proud to work together as a team with other surveyors toward the common good of our state.

### Travis Jacobson, Past-President



Travis Jacobson is a Land Surveyor at Indian Health Service, where Travis assists in project development, design, and construction of sanitation facilities by completion of all aspects of research and development for preliminary surveys, design surveys, boundary surveys, legal surveys, right-

of-way surveys, easement surveys, construction staking, as-built surveys, and working within a computer network to assure that all data is organized,

managed, and stored as required. Travis is currently the past president of SDSPLS, and has worked in the private sector, state government and federal government for over 30 years.

### Kary Gregoire, President-Elect



Hi, I'm Kary Gregoire. I grew up on a farm east of Wakonda in southeast South Dakota. I am married to my wife Becky and have 3 children; Alicia, who recently moved to Denver to start a job as an Auditor/Accountant, Nick, who is currently a Freshman at SDSU studying Engineering, and Mason, a Sophomore at Yankton High School. We live in Yankton and have lived there for the past 20 years or so.

A little bit about my education/experience...following the completion of my Associate's Degree in Civil Engineering from Southeast Technical Institute in Sioux Falls in 1995 I took a position with Brandt Land Surveying in Yankton. I then went on to work for the SD Department of Transportation also in Yankton. Originally I started as an inspector/surveyor but after 6 years I became licensed in South Dakota and took the position of Mitchell Region Land Surveyor. I held that position for 15 years until recently taking a job as a Land Surveyor for the Indian Health Service in Sioux City, Ia. My current position involves all aspects of surveying but our main focus is easements for new water and sewer projects in and around the Indian reservations served by the Sioux City District Office, which include reservations in 3 states. In South Dakota, our office does work on the Rosebud, Yankton, Flandreau, and the Lake Traverse Reservation. In Nebraska, we work on the Santee, Winnebago, and the Omaha Reservations and in Iowa, we do work on an Indian settlement Northeast of Des Moines called the Sac and Fox. I have been working for Indian Health Service since January of 2019 and it has been somewhat challenging to adapt to the Federal workplace but working on the Indian Reservations is very interesting to me as a Land Surveyor.

I am looking forward to meeting more of the



membership over the next few years and appreciate the opportunity to represent the SDSPLS.

### **Andrew Kangas, Secretary**



Andrew, as Vice President, serves as a project engineer and land surveyor. After completing his bachelor's degree in civil engineering, Andrew obtained his PE license in 2011 and LS certification in 2016, making him a versatile asset to the Civil Design team. He has a comprehensive understanding of standards for design

elements and demonstrates strong project coordination abilities. In addition to overseeing all of CDI's field data collection, drafting, construction staking, and survey crews; Andrew designs, drafts, and plans for road, railroad, drainage, utilities, and various other projects.

#### **Education:**

Licensed professional land surveyor in SD since 2016

Licensed professional engineer in SD since 2011  
BS, Civil Engineering, South Dakota State University, 2006

#### **Professional Involvement:**

Member, South Dakota Society of Professional Land Surveyors

Member, Big Sioux Chapter of SDSPLS

Member, American Society of Civil Engineers

Member, Golden Key National Honour Society

Member, Connect 2140

### **Cory Biegler, Treasurer**



Cory L. Biegler graduated from Roncalli High School in Aberdeen, SD and entered the U.S. Army and then South Dakota National Guard. Cory served a total of 8 years that included an deployment to

Southwest Asia. He ended his U.S. Army enlistment in 1994 and began attending the Northern State University. Cory began working with the Helms & Associates firm in 1996, graduated from NSU in

1997 with a B.S. in Industrial Management and Economics, and was

Honorably Discharged from the South Dakota National Guard in 1999.

Cory's is certified by the State of South Dakota Board of Technical Professions as a Registered Land Surveyor. He has been a member of South Dakota Society of Professional Land Surveyors since 2002.

### **Linda Foster, NSPS Director**



Ms. Linda Foster is the Senior Project Manager of Geospatial Technologies at Ferber Engineering Company, Inc. She has been with the firm for fifteen years and leads the research and development of emerging technologies as they apply to civil engineering and

construction. She also manages an expansive portfolio of projects and clients. Linda holds a Bachelor of Science degree in Geological Engineering from South Dakota School of Mines and Technology and a Master's degree in Geographic Information Systems from Pennsylvania State University. She is a registered professional land surveyor, certified geographic information systems professional, and FAA certified remote pilot.

### **Brad Limbo, West River Chapter**



Brad Limbo is a licensed Professional Land Surveyor in South Dakota and owns All Aspects, Inc. in Spearfish. He has over 20 years of surveying

experience, both as a civilian and in the Army National Guard, including 3 deployments to Afghanistan, Iraq and Kuwait. He has worked for both civil engineering firms and land surveying offices. Over the last few years, he has had the opportunity to be on large land development projects, including Apple Springs, the Preacher Smith development and the Willow Creek wind farm.

During his down time, he enjoys spending time with his family, including his wife, Alesha, their 4 kids,



Torin, Tristan, Aspen and August. They will have another one joining the family this summer, as they are adopting a son! They enjoying camping and traveling.

### Beau Koopal, Big Sioux Chapter



Mr. Koopal is a licensed Professional Land Surveyor in the State of South Dakota with over 13 years of experience. Beau is a partner at Infrastructure Design Group, Inc. with offices in Sioux Falls, Mitchell and Watertown SD where he manages all aspects of the firm. Mr. Koopal is the Vice President for the Big

Sioux Chapter of the Society of Professional Land Surveyors, the former South Dakota Director for the National Society of Professional Surveyors and a member of the Home Builders Association of the Sioux Empire as well as the Realtor Association of the Sioux Empire.



Photo credit: Travis Jacobson

South Dakota Department of Transportation has job openings for Land Surveyors.

The positions include:

Land Surveyor – Aberdeen

Land Surveyor – Pierre

Survey Crew Chief – Rapid City

These are full-time positions with the Department of Transportation. For more information about the Department of Transportation, please visit <http://dot.sd.gov>.

Thank you for attending the SDSPLS 38<sup>th</sup> Annual Convention!

We had over 130 attendees and 9 different presenters! Thank you for making it a success!

Handouts and PDH certificates are available under the *Members Only* tab at [www.sdspls.org](http://www.sdspls.org).



## MISSION STATEMENT

To recruit, connect, develop, and retain young surveyors by providing a community within our professional organizations and creating professional development opportunities allowing room for success.

## VISION STATEMENT

Working together with NSPS in promoting the profession from a Young Surveyor's perspective in showing the public the advanced technological, mathematical, engineering, and analytical skills surveyors have to benefit society.

Engage Young Surveyors and NSPS members to stay connected and informed by using social media.

Connecting the NSPS Young Surveyors Network and its members with the FIG Young Surveyors Network to ensure the progress of a global Network of Young Surveyors.

Active Young Surveyors participating and being involved, by giving them a voice in NSPS and its member associations.



# South Dakota Survey Society Young Surveyor's Group



## The future of surveying.

*Become the next leader  
in surveying and mapping  
in South Dakota*

## CONTACT

David Feilmeier,  
South Dakota YSN Coordinator  
605-339-4157  
david.feilmeier@dgr.com

## NATIONAL WEBSITE

National Young Surveyor  
youngsurveyors.org



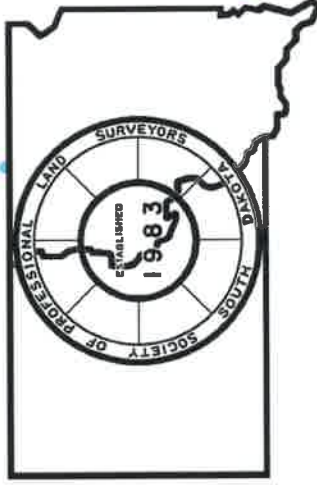
## DETAILS

### There is no cost to join the SD Young Surveyors Group!

Meetings are held a couple times a year but can be held locally anytime. Some events and topics include:

- Virtual and in-person gatherings/happy hours
- LSIT and LS exam prep and licensee process
- SD Laws and Rules
- Professional resources and links for PDHs and growing your own surveying library
- Drones
- Operating equipment

It is the goal of the South Dakota Young Surveyors Group to be a resource for young surveyors. We welcome questions, networking, whatever your needs may be!



## STATE SOCIETY

South Dakota Society of Professional Land Surveyors (SDSPLS) provides scholarships and tuition reimbursement for your college education.

Currently the state society has 243 members and none of them are students. Price of \$25 to join the state society gives you the opportunity to meet surveying professionals in and out of the state, find jobs, and resources.

## CONTACT

Alesha Limbo  
444 Saint Joe St.  
Spearfish, SD 57783  
605-645-5128  
directorSDSPLS@hotmail.com  
[www.sdspls.org](http://www.sdspls.org)

## LICENSED SURVEYORS IN SD BY AGE GROUP

Age in Years	Birth Years	PE/LS	LS
29-38	1991 – 1982	1	36
39-48	1981 – 1972	12	113
49-58	1971 – 1962	15	112
59-68	1961 – 1952	13	102
69-78	1951 – 1942	9	33
79-88	1941 – 1932	4	6

000249 DESCRIPTION - N 138  
000249 PID - 000249  
000249 STATE/COUNTY - SD/LINCOLN  
000249 COUNTRY - US  
000249 USGS Quad - 48M150808 (3017)  
\*CURRENT SURVEY CONTROL  
000249  
000249 MAD 05(2011) POSITION- 43 29 21.64177(6) 096 38 58.13663(4) ADJUSTED  
000249 MAD 05(2011) POSITION- 43 29 21.64177(6) 096 38 58.13663(4) ADJUSTED  
000249 MAD 05(2011) EPOCH - 2010.08  
000249 MAD 05(2011) EPOCH - 2010.08  
000249 MAD 05(2011) HEIGHT - 433.554 (meters) 1422.42 (feet) ADJUSTED  
000249  
000249 GEOD1 HEIGHT X - -36.426 (meters) GEOD1B  
000249 MAD 05(2011) X - -826.732 (meters) GEOD1B  
000249 MAD 05(2011) Y - -4.603,832.487 (meters) GEOD1B  
000249 MAD 05(2011) Z - 4.307,383.286 (meters) GEOD1B  
000249 LAPLACE CORR - -1.68 (seconds) COMP  
000249 TIME PERIOD - 43-33-44 (seconds) DEFLECT1B  
000249 TIME PERIOD - 43-33-44 (seconds) DEFLECT2B  
000249 TABLE IDENTITY - 988,344.1 (mgn1) MAD 08  
000249  
000249 VERT ORDER - SECOND CLASS 0  
000249  
000249 Note: accuracy estimates per FEDC Geopotential Positioning Accuracy  
000249 Standards:  
000249 FEDC (95% conf, ca) Standard deviation (cm) CorrHE  
000249 Horiz Ellip SD\_N SD\_E SD\_H (unitless)  
000249 0.42 1.48 0.28 0.21 0.55 0.00645166  
000249  
000249 Click HERE for local accuracies and other accuracy information.  
000249  
000249 The horizontal coordinates were established by GPS observations  
000249 and adjusted by the National Geodetic Survey in June 2012.  
000249  
000249 MAD 05(2011) refers to MAD 03 coordinates where the reference frame has  
000249 been updated to the North American tectonic plate. See  
000249 MAD 03(2011) for more information.  
000249  
000249 The horizontal coordinates are valid as the epoch date displayed above  
000249 which is a decimal equivalence of Year/Month/Day.  
000249  
000249 The orthometric height was determined by differential leveling and  
000249 adjusted by the NATIONAL GEODETIC SURVEY  
000249 in June 2001.  
000249  
000249 Significant digits in the geoid height do not necessarily reflect accuracy.  
000249 GEOD1B height accuracy estimate available here.





# SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS

Affiliate of the National Society of Professional Surveyors

## APPLICATION FOR MEMBERSHIP

Complete the following

**Name:**

Last:

First:

Preferred Mailing Address:  
Business \_\_\_\_\_ or Home \_\_\_\_\_

**Business:**

Name:

Address:

City:

State:  Zip:

Phone:

Cell:

Email:

**Home: (Required)**

Address:

City:

State:  Zip:

Phone:

Email:

Check one and sign below

Member (In-State w/NSPS): \$175 Technician: \$75 Life Member (In-State w/NSPS): \$65  
 Member (Out of State): \$125 Associate: \$50 Life Member: \$25  
 LSIT: \$100 \*Student: \$25 Sustaining: \$250

In-State classifications are determined by the home mailing address.  
Fees for In-State Members (\$175) include NSPS membership.  
Fees for Out-of-State Member (\$125) do not include NSPS membership.  
In-State Life Members have the option of selecting NSPS membership (\$65)

**Member:**

- a) Any person licensed to practice the profession of surveying, according to state or provincial statutes;
- b) A GS-1373 employee classified as a Land Surveyor or Supervisory Land Surveyor;
- c) An academician holding a bachelor's or higher degree and the rank of assistant professor or higher rank and teaching in an ABET accredited or a state land surveying registration board surveying program;
- d) A practicing surveyor or surveying teacher who has attained a minimum of six years experience in responsible charge of surveying activities or four years of education and two years of experience may submit credentials for consideration.

**LSIT:**

Any person who has successfully completed the LSIT examination according to state or provincial statutes.

**Technician:**

Any person who has successfully completed any level of the Certified Surveying Technician program as administered by and through the National Society of Professional Surveyors.

**Associate:**

- a) Pre-Professional: Any person who by their employment is actively engaged in a program leading to a career in the profession of surveying;
- b) Subscriber: Any person with an associative interest in Surveying whose qualifications do not meet the requirements of Member, LSIT, or Technician.

**\*Student:**

Any person who is a full-time student studying surveying or related fields.

**Sustaining:**

Any person or organization, either individuals, partnerships or corporations, who or which are engaged either in the manufacture or distribution of surveying instruments, equipment or supplies, or in the compilation or reproduction of maps, or in the performance of services for land surveyors.

**Life Members:**

Any person who has attained 60 years of age and has retired from active practice as a land surveyor and who has paid dues for each of the nine years preceding and also in the year which he or she attained such age or so retired, whichever is later.

**Signature of Applicant**

I certify that I qualify for the class of membership I have applied for as outlined below.

\_\_\_\_\_  
\*Signature of Faculty Member (required for students)

I certify that the applicant is a full-time student. (12hrs or more)

Date

Institution

Send complete application & payment to: SDSPLS - 444 Saint Joe Street - Rapid City, SD 57783  
(phone) - 605-645-5128 • (email) - Directorsdpls@hotmail.com

# NSPS Membership Benefits Guide

*It Pays to Belong*

## Benefiting Members and the Surveying Profession

The National Society of Professional Surveyors has an active government affairs program that protects the interests of the surveying and mapping professions in the federal legislative and regulatory arenas. Working with a government affairs consultant, NSPS monitors federal government activities that may be of interest and concern to our members. The consultant works closely with members of the NSPS Government Affairs Committee and our Executive Director to represent members' interests before Congress and Executive Branch Agencies.

**Plus, we offer members these professional benefits:**

### Advocacy Programs

- Political Action Committee Jefferson Club (*contact NSPS to learn more*)
- Assistance on state-specific matters
- Other geospatial organizations, such as the International Federation of Surveyors (FIG) and the Coalition of Geospatial Organizations (COGO)

### Education

- ABET-Lead Society for surveying/geomatics program evaluation for accreditation
- Scholarship Program: 15 annual awards

### Licensing / Standards

- NCEES – Participating Organizations Liaisons Council
- ALTA/NSPS Land Title Survey Requirements
- NSPS Model Standards

### Outreach Opportunities

- Trig-Star
- Boy Scouts Surveying Merit Badge
- National Surveyors Week
- Getkidsintosurvey.com
- Beasurveyor.com

### Certification Programs

- Certified Survey Technician Program
- Hydrographic Certification opportunities
- Certified Floodplain Surveyor
- Certified Federal Surveyor

## News and Networking

### Check Out the NSPS Newsletter and Podcast

Sign up for the weekly email newsletter by visiting [multibriefs.com/briefs/NSPS](http://multibriefs.com/briefs/NSPS) and clicking "subscribe." Listen to the Surveyor Says! podcast on Spotify, iTunes, and Google Play, or by going to [surveyorsays.podbean.com](http://surveyorsays.podbean.com).

### Follow Us on Social Media



## Member Discount Programs



### Apparel

Buy NSPS apparel through Lands' End, including tops, bottoms, outerwear and accessories.

- [business.landsend.com/store/npsinc](http://business.landsend.com/store/npsinc)

### Insurance

**NSPS Endorsed Program**  
Assurance Risk Managers

- 888-454-9562
- [Arm-i.com/nps.html](http://Arm-i.com/nps.html)



### Individual Life & Health Insurance

Mercer Consumer

- 800-424-9883
- [nps.insurancetrustsite.com](http://nps.insurancetrustsite.com)

### Group Health

Mass Marketing Insurance Consultants

- 800-349-1039
- [mmicinsurance.com/NSPS](http://mmicinsurance.com/NSPS)

### Dell Computers

Get 40% off computer products, electronics and accessories.

- [nps.us.com/page/Dell](http://nps.us.com/page/Dell)

### Travel Discounts

NSPS members qualify for a Member Travel Discount Program through Localhospitality, which applies to hotels and car rentals.

- Go to: [nps.us.com](http://nps.us.com)
- Click "Membership"
- Click "Member Travel Discounts"
- You must sign in to search

### PerksConnect Program

PerksConnect saves you money on dining, retail, auto and home services, pet needs, health, fitness, recreation, entertainment and more. To sign up, go to:

- [Discounts.perksconnection.com](http://Discounts.perksconnection.com)
- Click "Activate account now"
- Use group code: NSPS

### Tire Discounts

Save 10% on your order! Go to [tirebuyer.com/nps](http://tirebuyer.com/nps) and apply the coupon code that appears in the pop-up window.



### NSPS Career Center

Find qualified job applicants or search for a new position, free!

- [careercenter.nps.us.com](http://careercenter.nps.us.com)



National Society of Professional Surveyors | 5119 Pegasus Court, Suite Q | Frederick, MD 21704  
phone 240.439.4615 | fax 240.439.4952 | web [nps.us.com](http://nps.us.com)





**PLEASE COMPLETE THE FOLLOWING INFORMATION:**

*Attach additional sheets as necessary*

**ACTIVITIES CONTRIBUTING TO SDSPLS AND THE LAND SURVEYING PROFESSION:**

*(What beneficial events or accomplishments have occurred due to this person's efforts?)*

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**RECOGNITION OUTSIDE OF THE LAND SURVEYING PROFESSION:**

*(Has this person brought recognition of the land surveying profession to individuals or organizations unrelated to it?)*

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**RECOGNITION:**

*(Is this person's honesty, integrity and reputation of estimable character?)*

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**SUMMARY OF QUALIFICATIONS:**

*(Why, in your opinion, is this person qualified to receive this award?)*

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# Technology to advance your business: **RDO does that.**



RDO Integrated Controls specializes in finding the right technology to advance your business. We have a diverse portfolio of products: UAV's, total stations, data collection, and machine control options.



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Rapid City, SD  
Dalton Kelley  
605-939-4175  
dkelley@RDOIC.com

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South Dakota Society of Professional Land Surveyors  
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Spearfish, SD 57783

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CHANGE SERVICE REQUESTED

# SUSTAINING MEMBERS

These 2020 Sustaining Members support YOUR Society.  
Show your appreciation and call a Sustaining Member first!

## **Frontier Precision**

2020 Frontier Drive  
Bismark, ND 58504  
1-800-359-3703

## **RDO Integrated Controls**

700 7th Street S  
Fargo, ND 58103  
701-239-8726  
lstachon@rdoequipment.com

## **SURV-KAP, Inc.**

PO Box 27367  
Tucson, AZ 85713-5220  
520-622-6011

**BACKSIGHTS & FORESIGHTS**

